



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

April 9, 1999

Charles H. Bell, Jr., Esquire
Bell, McAndrews & Hiltachk
455 Capitol Mall, Suite 801
Sacramento, CA 95814

RE: MUR 4741
Mary Bono for Congress and
Kathie L. Parrish, as treasurer

Dear Mr. Bell:

On April 5, 1999, the Federal Election Commission accepted the signed conciliation agreement and the proposed civil penalty payment that you submitted on behalf of your clients, Mary Bono for Congress and Kathie L. Parrish, as treasurer, in settlement of a violation of 2 U.S.C. § 441d(a), a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). Accordingly, the file has been closed in this matter.

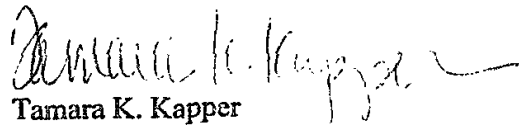
The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receiving your additional materials, any permissible submissions will be added to the public record upon receipt.

Information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become a part of the public record.

Mr. Bell, Esq.
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Enclosed you will find a copy of the fully executed conciliation agreement for your files. Please note that the civil penalty is due within 30 days of the conciliation agreement's effective date. If you have any questions, please contact me at the toll-free number (800) 424-9530 or at my local number (202) 694-1650.

Sincerely,



Tamara K. Kapper
Paralegal Specialist

Enclosure
Conciliation Agreement

2004-10-10 10:56

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

)

MUR 4741

)

Mary Bono Committee and

)

Kathie L. Parrish, as treasurer

)

CONCILIATION AGREEMENT

This matter was initiated by a signed, sworn, and notarized complaint by Ralph Waite.

The Federal Election Commission ("Commission") found reason to believe that Mary Bono Committee and Kathie L. Parrish, as treasurer, ("Respondents") violated 2 U.S.C. § 441d(a).

NOW, THEREFORE, the Commission and the Respondents, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondents and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. Respondents have had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondents enter voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. The Mary Bono Committee, principal campaign committee for Representative Mary Bono (44th CD, California), is a political committee within the meaning of 2 U.S.C. § 431(4).

2. Kathie L. Parrish is the treasurer of the Mary Bono Committee.

3. Pursuant to 2 U.S.C. § 441d(a), all expenditures for communications which expressly

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advocate the election or defeat of a clearly identified candidate, or expenditures to solicit any contribution through any broadcasting station, newspaper, magazine, outdoor advertising facility, direct mailing, or any other type of general public political advertising, must contain a disclaimer. Pursuant to Section 441d(a), the disclaimer must clearly state the identity of the person or committee who paid for the communication and whether the communication was authorized by the candidate or the candidate's committee.

4. Prior to the April 7, 1998 Primary Election in the State of California, Respondents produced and distributed a direct mail piece of campaign literature which claimed to be "From the Desk of Seymour Kaplan" to California voters. The Kaplan Letter expressly advocated Mary Bono's election by stating, "...cast your ballot for Mary Bono for Congress."

5. Prior to the April 7, 1998 Primary Election, Respondents ordered and distributed a doorhanger to California voters which expressly advocated Mary Bono's election to Federal office ("Vote Tuesday April 7th United States Representative Mary Bono").

6. Respondents' 1998 Amended 12 Day Pre-Primary Report discloses disbursements totaling \$105,872 to Rodriguez & Co. for items such as "Ads, Dubs, Doorhangers, Mail & Reimbursables, and Phone Banks/Misc. Exp."

7. Both of the campaign advertisements cited in paragraphs 4 and 5 above were paid for and authorized by the Bono Committee.

V. Respondents failed to place disclaimers on campaign advertisements that expressly advocated the election of a clearly identified candidate in violation of 2 U.S.C. § 441d(a).

VI. Respondents will pay a civil penalty to the Federal Election Commission in the amount of three thousand five hundred dollars (\$3,500), pursuant to 2 U.S.C. § 437g(a)(5)(A).

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C.

§ 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

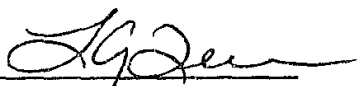
IX. Respondents shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirement contained in this agreement and to so notify the Commission.

X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lawrence M. Noble
General Counsel

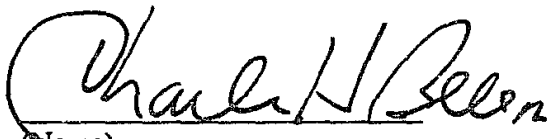
BY:


Lois G. Lerner
Associate General Counsel

Date

4/8/99

FOR THE RESPONDENTS:



(Name)

(Position)

Date

3/18/99